Annexure B 1:

BENGALURU METROPOLITAN TRANSPORT CORPORATION

CENTRAL OFFICES, STORES & PURCHASE BRANCH, BANGALORE : 560 027

STANDARD TERMS & CONDITIONS

Sub: Selection of the agency to provide Drivers for 50 Bolero Jeep to BMTC.
Ref: Tender No.BMTC/2024-25/SE0513.

1. Submission of Tender Documents

   i) The Tender shall be submitted through KPP portal (https://kppp.karnataka.gov.in). Vendors need to register in the KPP portal to submit their bids online. The tender document can be viewed free of cost.

   ii) The Tender is invited as per provisions of the Karnataka Transparency in Public Procurement ACT-1999 in **two cover** system i.e., Pre qualification (Technical) and Commercial offer separately. The following documents are available in the Tender Document.

   iii) Annexure A –Pre-qualification form (to be filled and uploaded in the same file and format).

   iv) Annexure A-1 in respect of payment of Tender Processing Fee and Earnest Money Deposit (to be filled and uploaded in the same file and format).

   v) Annexure B – Terms and Condition (in the view only format and can be downloaded)

   vi) Annexure B-1 – Standard Terms and Conditions (in the view only format and can be downloaded)

   vii) Declaration I - Declaration towards offering lowest rate on Rs. 20 Stamp paper (in the view only format and can be downloaded - to be uploaded to the e-procurement portal duly filled & signed and attached to Pre-qualification offer).

viii) Additional format (in the view only format and can be downloaded – to be uploaded and attached to pre-qualification offer duly filled).

ix) CA certificate- (in the view only format and can be downloaded – to be uploaded and attached to pre-qualification offer duly filled).

x) Scope of Work : Annexure-C (in the view only format and can be downloaded)

xi) The offer with conditions are liable to be rejected (Conditional offers are liable for rejection).

2. **Submission of Pre-qualification Offer through KPP portal.**

i) Further only the Pre-qualification Tender form (Annexure-A), Annexure – A1 duly completed sealed and signed in all respects documents required against pre-qualification offer, sealed & signed with other supporting documents, should be uploaded in the KPP portal.

ii) The agencies shall pay the tender processing fee through any of the following e-payment modes. The details are available at the end of this document.

(a) Credit Card
(b) Debit Card
(c) National Electronic Fund Transfer (NEFT)
(d) Over the Counter (OTC) (ICICI Bank)

iii) The necessary pre-qualification documents shall be scanned and attached along with Annexure-A and Annexure-A1. The Pre-Qualification offer without attachment of scanned image will be disqualified.

iv) **The agencies shall submit their bid electronically in KPP portal using their agency's digital signature key (i.e in the name of agency). The bids submitted by Agencies using digital signature key of any other firm/their authorized dealers/distributors/channel partners will not be considered and such offers are liable for rejection.**

v) The Tender Inviting Authority reserve the rights to extend the last date of receipt of the Tender which would be available in the KPP portal.

3. **Submission of Commercial Offer through KPP portal**

The Commercial details as specified in the tender shall be filled in the same format, which shall be encrypted using the Digital Signature Certificate of the agency. The Service Charges shall be provided by the agency in the appropriate field. Only commercial offer uploaded through KPP portal will be considered for evaluation. The uploading of commercial offer along with the pre-qualification offer, lead to the disqualification of the agency.

4. **Opening of Tender**

i. The Tenders will be opened online on the due date and time at the Stores and Purchase Branch, Central Offices, BMTC, Bangalore - 560 027.

ii. The Agency or their representatives can be present on the date, time and place of opening of the Pre-qualification and Commercial Offer on the respective dates, when the commercial details of the agencies can be viewed.

iii. The commercial bids of the agencies, who are pre-qualified will only be opened.

iv. The Commercial offers of all the agencies which are opened are available for free view in the Web site to all the agencies, from the date and time of its opening.

5. **Pre-Award Penal Clause**

After opening of the tender, if any agency WITHDRAW their offer in view of wrong quote in the KPP portal OR claim any modifications on their offered basic rates i.e., inclusive of discount, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), the offer of such agency will not be considered and the agency will be BARRED FOR TWO FUTURE TENDER CYCLES.

6. **Payment:**

As mentioned in the scope of work.

***** PLEASE NOTE THAT "NO OTHER PAYMENT CONDITIONS" WILL BE ACCEPTED BY THE BMTC.**

7. **Delivery**

   i. The successful agency has to provide driver services with required no. of Drivers as per the scope of work of the tender documents.

   ii. The agencies are requested to indicate the minimum lead-time required for providing driver services.

   iii. Failure of providing services as per the Scope of Work furnished in the work order will lead to disqualification in the future tenders.

8. Validity of Rates for Acceptance of Offers

   i. The rates offered should be valid for 90 days from the date of opening of the Tender for acceptance of offers and the successful agency has to extend the validity of the Offers till the completion of the work Order. Agency should hold the prices valid for the tender period and should give a commitment in this regard in the first bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.

   ii. The Tender inviting Authority may seek extension of the initial validity of offer by writing, in case of delay in acceptance of the tenders.

9. Earnest Money Deposit:

   i. The EMD (Refundable to unsuccessful Agency) as prescribed shall be submitted online through the KPP portal using any of the following 4 modes.

      1. Credit Card
      2. Debit Card
      3. National Electronic Fund Transfer (NEFT)
      4. Over the Counter (OTC) (ICICI Bank)

   The EMD will be forfeited in the following cases:-

   a) If the agencies withdraw the Quotation or make any modification in the Rates, Terms and Conditions before the expiry of the initial validity period i.e., 90 days from the date of opening of the Tender.

b) If the specified Security Deposit is not paid within Seven days on acceptance of the LOI.

10. **Security Deposit**

The successful Agency will be intimated through letter of Intent regarding placement of orders with the details of Services and Terms and conditions with a request to submit the Security Deposit as prescribed and to start services simultaneously so as to release the regular Work order.

Before starting the services, the successful agency has to pay Security Deposit as prescribed within seven days, in the form of DD drawn in favor of the CAO-FA, BMTC, Central Offices, Bangalore -560027 Or Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private Sector Banks – Indian Banks in favour of Controller of Stores & Purchases, BMTC, Central Offices, Bangalore : 560 027. The Bank Guarantee should be submitted in the format prescribed by the Corporation. The

Bank guarantee submitted in any other manner is not acceptable. The Bank Guarantee should be valid up to 18 months from the date of Letter of Intent. The Corporation reserves the right to accept the Security Deposit in any other forms. The Regular Work Order will be placed only on receipt of the Security Deposit.

The Security Deposit is liable to be forfeited either in full or in part, if the agency on whom the work order is placed, fails to provide the services as per the terms and conditions of the work order or in case of non settlement of claims. The Security Deposit will be refunded after completion of services OR after settlement of all claims.

The Security Deposit does not carry any interest. The validity of the Security Deposit to be extended suitably as per the request of the buyer.

11. Risk Purchases/ Penal Clause

If services are not made as per the work order, the consignee will avail such services from any available source and this extra expenditure incurred thereof will be recovered from the services Bills due for

payment or from the Security Deposit. Further the default services has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

12. General

i) The Tender Accepting Authority at any time before passing the order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial resource, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible.

ii) The services shall undertake to abide by all the terms and conditions of the tender.

13. Declaration-I

i) The agency should declare that the rates quoted by them in the tender is lowest and they have not quoted/provided similar services to any other STU'S/ organizations during the preceding one year at less than the rates offered by them in the subject tender.

or

If the agency has provided the services to any other customers during the preceding one year, at less than the rates offered by them in the subject tender, the agency shall furnish the details such as:

a) Name of the STU/ Organization to whom the services were made.

b) Rates offered to them

c) The reasons for variation

d) Quantity offered/ services

ii) The above declaration shall be given on the stamp paper of Rs.20/- as per the format provided. If the agency is found guilty i.e., given wrong information in this regard as on the date of tender opening, they will be liable for disqualification.

iii) The Declaration-I shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

14. Work Inspection

The BMTC reserve the right to conduct Office Premises of the agency at any time by the Team of Officers before or after the work order to ensure that the agency is having required infrastructure facility to execute the orders and dis-qualify the agency, if found the agency is not having required infrastructure facility. The expenses of Travel by Air/Train etc, local transportation, Stay charges etc. of the Team of Officers have to be borne /arranged by the agency.

15. Appeal

The Appellant Authority as per provision of KTPP Act of the Government of Karnataka.

16. Force Majeure Clause

a) "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.

However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organisation of the services shall not be considered for such failures".

b) During the existence of any of the above conditions, the services shall be excused from delivering the services to the buyer and the buyer shall be at liberty to obtain such services elsewhere to that extent during such period but shall again resume off take from the services, on receipt of the services notice of readiness to resume performance.

c) Similarly, the buyer shall be at liberty to refuse to accept the services from the service provider and the service provider shall be at liberty to provide services elsewhere during the period (when the buyer is unable to receive the services from the service provider), but. the service provider shall again resume services on receipt of the buyer's notice of readiness to resume acceptance.

d) As soon as the cause of Force Majeure has been removed, the Party (buyer or service provider) whose ability to perform its obligations has

been affected shall notify the other of such cessation immediately and resume services.

17. Corrupt and Fraudulent Practices

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of BMTC, and includes collusive practice among the agencies (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive BMTC of the benefits of free and open competition.

a. Agency should not be associated, or have been associated in the past, directly or indirectly, with a agency or any of its affiliates which have been engaged by the BMTC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
b. Agency shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.
c. Agency shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

d. In such cases, the Tender Inviting Authority
    i. will reject a proposal for award if it determines that the Agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

ii. Debarment of Agencies:- The procurement entity may debar Agencies for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that agency is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention".

e. Furthermore, Agency shall be aware of the provision stated below:

i. The Agency shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

ii. BMTC may at any time terminate the Contract by giving written notice before 30 days, to the Agency, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

f. Termination for Default

BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:

i. if the Agency fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

ii. if the Agency fails to perform any other obligation(s) under the Contract

g. <u>Legal Dispute Clause</u>

In case of any legal dispute arising between BMTC and any Agencies shall be within the jurisdiction of Bangalore Courts only.

18. <u>Arbitration Clause :</u>

a) In case of Dispute or difference arising between the BMTC and the agency relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the 12Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the Parties.

b) Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]